

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
IN DIVERSITY

TODD WENZEL

Petitioner

v.

VANDUTCH, INC.

Respondent

APPLICATION TO CONFIRM ARBITRATION AWARD

COMES NOW, Claimant, TODD WENZEL, and petitions the Court for an order pursuant to 9 U.S.C.A. §§ 9, 13, for an order confirming the award of the arbitrators in the matter of the arbitration between TODD WENZEL and VANDUTCH, INC. made on June 24, 2022 to June 26, 2022, and directing that judgment be entered on the award.

1. TODD WENZEL is a citizen and resident of Michigan.
2. VANDUTCH, INC. is a Florida Corporation with its principal address located at 2300 East Las Olas Boulevard, Fort Lauderdale, FL 33301 and is a citizen of Florida for the purposes of diversity jurisdiction.
3. The jurisdiction of this court is based on 9 U.S.C.A. § 9 and 28 U.S.C.A. § 1332. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.
4. On May 18, 2019, petitioner and respondent entered into a contract in writing whereby petitioner agreed to the purchase of a 2021 VANDUTCH 75T ("Vessel"). A copy of the Purchase Agreement ("Agreement") is attached hereto as **EXHIBIT "A."**

5. The contract evidences a transaction involving commerce within the meaning of 9 U.S.C.A. §§ 1, 2 as is shown by the following facts: It involved the manufacture and sale of a foreign manufactured Vessel by a Florida company to a Michigan citizen.

6. The contract contains an arbitration clause which, among other things, specifies that a judgment of a court of competent jurisdiction must be entered on an award made pursuant to arbitration. *See EXHIBIT "A," at Paragraph 13, "Arbitration."*

7. The following differences have arisen between petitioner and respondent over the contract: The Vessel was not able to be built by the delivery date, and petitioner cancelled the contract and demanded his deposit back.

8. Pursuant to the arbitration clause of the contract, the parties submitted the dispute to arbitration with the American Arbitration Association, with Pamela Irene Perry, Scott Behren and George Mitchell being appointed as an arbitrators by petitioner and respondent.

9. On June 24, 2022 – June 26, 2022¹, after stipulation of the parties, the arbitrators made their award in writing, a copy of which is attached hereto as **EXHIBIT "B"** and made a part of this Application.

10. The award provides in relevant part that TODD WENZEL is awarded the sum of One Million and 00/100 U.S. Dollars against VANDUTCH, INC., which shall bear interest at the Florida State Statutory Rate from June 26, 2022 forward. *Id.* The award further provides that the parties stipulate that a judgment of the award may be made by the United States District Court for the Southern District of Florida within one year after the award upon application of either party. *Id.*

¹ The award was signed in counterparts on separate dates.

11. This application is based on the contract and the arbitration award, both of which are attached to the declaration of Todd Wenzel, filed with this Application and attached hereto as **EXHIBIT "C."**

WHEREFORE, Petitioner requests that an order be made confirming the award and directing that judgment be entered on the award, and that Petitioner be allowed the costs of this application and such other and further relief as may be just and proper.

Respectfully submitted,

/s/ Adam B. Cooke

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